

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
	)	
BUYK CORP. <sup>1</sup>	)	Case No. 22-10328 (MEW)
	)	
Debtor.	)	
	)	

**ORDER GRANTING OMNIBUS MOTION OF DEBTOR PURSUANT  
TO 11 U.S.C. §§ 105(a) AND 365(a) AND FED. R. BANKR. P. 6006  
AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES**

Upon the Debtor's Omnibus Motion (the "Motion") [ECF No. 37] pursuant to 11 U.S.C. §§ 105(a) and 365(a) of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 6006-1 and 9006-1(b) of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules"), to reject certain unexpired leases; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that notice of the Motion as set forth therein is sufficient under the circumstances, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interests of the Debtor's estate, creditors, and other parties-in-interest; and upon all of the proceedings had before the Court; and after due deliberation and cause appearing;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED to the extent provided for herein.

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<sup>1</sup> The Debtor in this case, along with the last four digits of its federal tax identification number is Buyk Corp. (1477). The principal place of business for the Debtor is 360 West 31<sup>st</sup> Street, Floor 6, New York, NY 10001.

2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtor's rejection of the leases listed and described in **Exhibit A** is approved as of March 17, 2022, *nunc pro tunc*.

3. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtor's rejection of the leases listed and described in **Exhibit B** is approved as of the effective date referenced in said exhibit.

4. In order to provide the Debtor and the landlords additional time to negotiate regarding the treatment of the leases listed and described in **Exhibit C**, the Debtor shall be authorized to reject any of the leases identified on said exhibit by filing a notice of said rejection with the Court upon notice to the affected landlord. Said notice shall set forth the proposed effective date of said rejection and may contain other terms relating to such rejection as may be agreed to by the parties to the rejected lease. If an impacted landlord disagrees with the effective date of the rejection or the other terms specified in the notice, it may file an objection within 7 days of receiving such notice. Any timely filed objection regarding the effective date of the rejection or other terms specified in, or omitted from, the notice shall be resolved by the Court upon request for a hearing. Failure to object within the 7 day period specified for the filing of an objection pursuant to this paragraph 4, shall constitute a waiver of the right to later object to the proposed effective date of the rejection or the other terms specified in the notice. An impacted landlord will also be deemed to have waived its right to object to a notice filed pursuant to this paragraph if the landlord or its attorney has countersigned the notice filed by the Debtor.

5. Each landlord of a lease rejected under this Order shall have until the latter of (i) the general claims bar deadline, and (ii) thirty (30) days following the effective date of a rejection authorized under this Order, to file a claim for any damages arising out of or related to a rejected

lease, unless the landlord has waived its right to file a claim as a term of a stipulation rejecting its lease with Debtor.

6. Except as may be agreed in writing between the Debtor and a particular landlord of a lease rejected under this Order, any equipment or inventory left in the premises of the rejected leases (which shall not include any lease listed on Exhibit C unless and until such lease is rejected pursuant to Paragraph 4) shall be deemed abandoned and such landlord may dispose of any abandoned equipment and inventory as it deems appropriate in its sole discretion.

7. The rejection of a lease under this Order shall not be deemed as a finding of the Court or an admission by the Debtor that a lease governed by this Order is valid, unexpired, or enforceable, or that the landlord under any such lease is entitled to any damages as a result of the entry of this Order.

8. Except as may be agreed in writing between the Debtor and a particular landlord of a lease rejected under this Order, upon the later of the surrender of possession of the space subject of a rejected lease and the effective date of rejection of such lease, the landlord of a lease rejected under this Order shall have relief from the automatic stay to the extent necessary to retake possession of the surrendered space.

9. The Debtor is authorized to take any additional actions as are necessary or appropriate to implement and effectuate the lease rejections approved hereby.

10. The Motion satisfies Bankruptcy Rules 2002, 6006 and 9014.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York  
May 25, 2022

/s/ Michael E. Wiles  
HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

## EXHIBIT A

### Landlord

### Address

1368 Forest Avenue LLC	1368 Forest Ave, Staten Island, NY
221-06 Merrick Blvd Associates, LLC	221-26 Merrick Blvd, Springfield Gardens, NY
6145 Master Associates LLC	6145 N. Broadway, Chicago, IL
Empire Pump & Motor LLC <sup>2</sup>	150 W. 26 <sup>th</sup> Street, New York, NY
North 14 <sup>th</sup> Street Realty Associates LLC <sup>3</sup>	200 N. 14 <sup>th</sup> Street, Brooklyn, NY
Shanti Acquisition LLC	2221 Washington Street, Roxbury, MA

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<sup>2</sup> The Debtor takes the position that the landlord materially breached this lease before the Debtor's bankruptcy case by failing to provide the Debtor with possession of the space. The Debtor rejects the lease only to the extent it was not already terminated as a result of the landlord's breach.

<sup>3</sup> The Debtor takes the position that this lease was never fully executed and that the landlord leased the space to another tenant after the Debtor had paid a security deposit and advance rent to the landlord. The Debtor further asserts that to the extent that this lease was fully executed, the lease was materially breached by the landlord before the filing of the Debtor's bankruptcy case by the landlord's failure to provide the Debtor with possession of the space. The Debtor rejects the lease only to the extent it was fully executed and not already terminated as a result of the landlord's material breach.

## **EXHIBIT B**

<b>Landlord</b>	<b>Address</b>	<b>Effective Date</b>
1454 Rockaway Realty LLC	1454 Rockaway Parkway, Brooklyn, NY	3/15/22
21 Penn Plaza Tenant LLC	368 9 <sup>th</sup> Avenue, New York, NY	3/21/22
304-12 East 204 <sup>th</sup> Street Realty LLC	304-312 East 204 <sup>th</sup> Street, New York, NY	3/31/22
FC Miller Realty LLC	5020 Avenue N, Brooklyn, NY	3/21/22
MR 3629 Western Waveland, LLC	3621-A North Western Avenue, Chicago, IL	4/01/22
Sweeney Property Group, L.L.C.	914 & 920 Madison Street, Oak Park, IL	4/01/22
Hickory Property Group, L.L.C.	1800-A S. Cicero Avenue, Chicago, IL	4/01/22

## EXHIBIT C

### Landlord

### Address

Pilsen Gateway LLC	1461 S. Blue Island Avenue, Chicago, IL
Primerok Real Estate/601 E Tremont Operating LLC	601 East Tremont Avenue, Bronx, NY
16 Fulton Partners LLC	1620 Fulton Street, New York, NY
1805 Realty LLC and 1807 Church Realty, LLC	1805-1807 Church Avenue, Brooklyn, NY
1937 Coney Island LLC	1938 Coney Island Boulevard, Brooklyn, NY
2269 First Ave Owner LLC	2269 First Avenue, New York, NY
271 Sea Breeze Development LLC	76 West Brighton Avenue, Brooklyn, NY
29-28 41 <sup>st</sup> Avenue Owner LLC	29-28 41 <sup>st</sup> Avenue, Long Island City, NY
356 Broadway Retail LLC	356 Broadway, New York, NY
47 East 34 Owner LLC	47 East 34 <sup>th</sup> Street, New York, NY
5215 Properties, LLC	5216-5224 Fifth Avenue, Brooklyn, NY
6241 Forest Avenue LLC	6241 Forest Avenue, Ridgewood, NY
635 4 <sup>th</sup> Avenue Holdings LLC	635 4 <sup>th</sup> Avenue, Brooklyn, NY
8904 5 <sup>th</sup> Ave LLC	8902 5 <sup>th</sup> Avenue, Brooklyn, NY
Bronxwood Parking Corp.	2721 Bronxwood Avenue, Bronx, NY
CA 5-15 West 125 <sup>th</sup> LLC	5-15 West 125 <sup>th</sup> Street, New York, NY
Cascade Building G LLC	869 Myrtle Avenue, Brooklyn, NY
ECA Buligo Nostrand Partners, LP	3780-3858 Nostrand Avenue, Brooklyn, NY
Grace Properties LLC	745 Gotham Parkway, Carlstadt, NJ
Hun Yip LLC	178 Delancey Street, New York, NY
JEK Elm Leighton LLC & RAA Leighton Elm LLC	1698 First Avenue, New York, NY
One Eleven Third LLC	111 Third Avenue, New York, NY
PE 315 LLC	315 West 35 <sup>th</sup> Street, New York, NY

## EXHIBIT C (continued)

### Landlord

### Address

Strata Realty Corp. & 201 West 108 Street LLC  
United Investors, Inc. as Agent for AG United  
Investors LP  
BTM Development Partners, LLC  
SAAB FAMILY LIMITED PARTNERSHIP  
R.P. FOX CHICAGO LLC  
456 GRAND REALTY URBAN RENEWAL, LLC  
Blanchard Naperville Property Group, LLC  
Nation Property Group, L.L.C.  
231<sup>ST</sup> Riverdale LLC

976 Amsterdam Avenue, New York, NY  
  
3545-51 W. Armitage Avenue  
610 Exterior St., Bronx, NY  
28-12 21st Street, Long Island City, NY  
2774 N. Milwaukee, Chicago, IL  
460 Grand Street, Jersey City, NJ  
4838 S. Cicero Avenue, Chicago, IL  
4819 W. Irving Park Road, Chicago, IL  
190 West 231<sup>st</sup> Street, New York, NY